

**FIRST AMENDMENT TO
BEHAVIORAL HEALTH SERVICES TELEMEDICINE AGREEMENT**

THIS FIRST AMENDMENT TO BEHAVIORAL HEALTH SERVICES TELEMEDICINE AGREEMENT (this "First Amendment") is made and entered into as of August 1, 2023 (the "First Amendment Effective Date") by and between SEATTLE CHILDREN'S HOSPITAL, a Washington non-profit corporation ("Children's"), and GRANT COUNTY, WASHINGTON, a political subdivision of the State of Washington, by and through its operating division, Renew ("Renew").

RECITALS

- A. Grant Integrated Services, formerly Grant Mental Health Care (collectively, "GMHC"), and Children's entered into that certain Behavioral Health Services Telemedicine Agreement last executed on May 5, 2015 (the "Agreement"), pursuant to which Children's provides or arranges for the provision of certain behavioral health telemedicine services to pediatric and adolescent patients of GMHC.
- B. In October 2021, GMHC re-branded itself and changed its name to Renew.
- C. The parties now wish to update the Agreement to reflect the foregoing name change, to increase the hours of service per week, and to otherwise amend the Agreement as set forth below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby amend the Agreement as follows:

1. Name. All references throughout the Agreement to "Grant Integrated Services," "Grant Mental Health Care" and "GMHC" shall hereafter be deemed to refer to Renew, as described above.
2. Term. The parties acknowledge that, pursuant to Section 4.1 of the Agreement, the term of the Agreement has renewed annually since its original effective date. The term, however, is hereafter amended to expire one (1) year after the First Amendment Effective Date. Thereafter, the parties may further extend the term only by mutual written agreement.
3. The following updates and replaces Section 6.4 of the Agreement:

"6.4 Each party will promptly notify the other party in writing of any complaints received and/or adverse patient events related to Services provided by Children's or its providers under this Agreement. Any such information created or shared by the parties or their providers related to quality improvement, patient grievance, adverse event and risk management activities, and any coordination, cooperation and communication between the parties and their providers related to such activities, will be considered confidential, privileged, and protected, are not intended to waive any rights to confidentiality or immunity from discovery provided under applicable law, and will not be subject to disclosure to the extent protected by applicable law."
4. Notice. The notice addresses for Renew under Section 7.6 of the Agreement is updated as follows:

Grant County dba Renew
840 E. Plum St.
Moses Lake, WA 98837
Attn: Dell Anderson, M.Ed, LMHC – Executive Director

Grant County dba Renew

5. Services and Compensation. The chart at the end of Exhibit A of the Agreement is updated as follows:

	Hours per week	Hourly Rate	Total Monthly Hours	Total Monthly Cost
The Services	8 hours	\$250.00	32 hours	\$8,000

6. Effect. Except as amended in this First Amendment, all terms and conditions of the Agreement shall remain unchanged and shall continue in full force and effect.
7. Counterparts. This First Amendment may be executed electronically and in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to be effective as of the First Amendment Effective Date noted above.

CHILDREN'S

SEATTLE CHILDREN'S HOSPITAL

DocuSigned by:
By: Erin Easley
Name: Erin Easley
Title: Director, Psychiatry

RENEW

GRANT COUNTY, WASHINGTON, BY AND
THROUGH ITS OPERATING DIVISION, RENEW

By: [Signature]
Name: Dell Anderson, MEd, LMHC
Title: Executive Director

BOARD OF COUNTY COMMISSIONERS

GRANT COUNTY, WASHINGTON

Rob Jones, Chair

Cindy Carter, Vice-Chair

Danny E. Stone, Member

ATTEST:

Barbara J. Vasquez
Clerk of the Board

Approved as to form:

[Signature]
Rebekah Kaylor, WSBA #53257
Civil Deputy Prosecuting Attorney

Date: 8/24/23

Grant County dba Renew

4862-7356-8095, v. 3

Grant County dba Renew

BEHAVIORAL HEALTH SERVICES TELEMEDICINE AGREEMENT

This Behavioral Health Services Telemedicine Agreement (this Agreement) is made and entered into for the period January 1, 2015 through December 31, 2015, between SEATTLE CHILDREN'S HOSPITAL, 4800 Sand Point Way NE, Seattle, WA 98105(Children's) and Grant Integrated Services, Grant Mental Health Care PO Box 1057, Moses Lake, WA 98837 (GMHC).

RECITALS

A. GMHC provides mental health outpatient services throughout the county, with its primary office located in Moses Lake, Washington.

B. Children's, exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, fulfills its charitable health care mission in part through the operation of an acute care children's hospital in Seattle, Washington and the provision of other children's health services and at facilities throughout the Washington, Wyoming, Alaska, Montana, and Idaho region. In furtherance of its clinical and educational missions, Children's has formed strategic relationships with health care facilities and providers across the region to ensure that children have access to high quality health care in their local communities.

C. GMHC wishes Children's to provide or arrange for the provision of behavioral health telemedicine services to pediatric patients of GMHC. Children's employs or otherwise has arrangements with licensed child and adolescent psychiatrists and child psychiatry fellows (collectively referred to herein as Psychiatrists) who are qualified to provide the behavioral health telemedicine services required by GMHC.

NOW, THEREFORE, Children's and GMHC agree as follows:

AGREEMENT

1. Behavioral Health Services. Children's shall provide or arrange for the provision of behavioral health telemedicine services for pediatric and adolescent patients of GMHC at GMHC's clinics, as specified in Exhibit A.

1.1 Delivery of Services. All Services to be furnished pursuant to this Agreement shall be provided in accordance with the following: (a) the recognized standard of care for psychiatrists practicing in Washington under the same or similar circumstances; (b) applicable standards of relevant professional societies; and (c) all applicable laws.

1.2 Administrative Support. Throughout the term of this Agreement, GMHC will provide the following administrative support of the Services, at no

charge to Children's: reasonable and necessary receptionist, patient scheduling, and medical record services.

2. Psychiatrist Qualifications. Each Psychiatrist providing Services shall have and maintain the following qualifications at all times, all of which qualifications are and shall at all times be active and in good standing and none of which criteria are or shall at any time be restricted, conditional, suspended, reprimanded, sanctioned, or disciplined, summarily or otherwise: (a) licensure as a psychiatrist in the State of Washington; and (b) all narcotics and controlled substances numbers, licenses, registrations and certifications required by federal or state laws or regulations to provide the services described in this Agreement.

3. Compensation And Billing

3.1 Compensation. GMHC shall pay Children's professional fees for Services hereunder at the applicable rates as set forth in Exhibit A. Such fees will be payable monthly within thirty (30) days of GMHC's receipt of Children's invoice. The parties agree that the compensation to be paid over the term of this Agreement (a) does not exceed fair market value; (b) is not determined in manner that takes into account the volume or value of referrals or other business that might be generated between Children's and GMHC, except as may be permitted by law; and (c) does not require the limitation or withholding of items or services from patients in violation of any federal, state, or local law.

3.2 Billing and Collection. GMHC shall be responsible for billing and collection of fees or charges for Services provided by Children's under the terms of this Agreement, and the parties agree that only GMHC shall bill and collect any fees or charges for such Services. GMHC shall have the right to establish all fee schedules regarding Services provided hereunder. Children's shall have no interest in or claim to any fees or charges for, or any revenues or receipts attributable to the Services and hereby assigns to GMHC all professional fees attributable to Services provided hereunder, with full authority in GMHC to collect such fees and to enforce payment by all legal means. Upon request by GMHC, Children's shall cause its employees and agents to execute and deliver instruments of assignment prepared by GMHC and reasonably acceptable to Children's.

4. Term and Termination

4.1 Term. The term of this Agreement shall be for one (1) year commencing on the effective date and continuing until December 31, 2015 and thereafter automatically renews for successive one (1) year terms, unless earlier terminated in accordance with this Section 4.

4.2 Termination of the Agreement. The entire Agreement may be terminated as follows:

4.2.1 Without Cause. Either party may terminate this Agreement in its entirety without cause upon at least sixty (60) days prior written notice.

4.2.2 For Material Breach. Either party may terminate this Agreement in its entirety in the event of a breach by the other party of a material provision of this Agreement, which breach is not cured within thirty (30) days after the non-breaching party notifies the breaching party of such breach. To terminate the Agreement under this section, the non-breaching party must send the breaching party written notice describing in detail the nature of the alleged material breach. Notice under this section shall conform to the requirements of Section 7.6. The breaching party shall have thirty (30) days from receipt of such notice to correct or cure said breach. Failure to correct or cure said material breach within the thirty (30) day period shall permit the non-breaching party to immediately terminate this Agreement at the end of such thirty (30) day period.

4.3 Effects of Termination. Upon the expiration or termination of this Agreement, the parties shall cooperate fully to ensure the transfer of care of all patients receiving services pursuant to this Agreement to other providers. To the extent required by 42 U.S.C. 1395nn (the Stark law), 42 U.S.C. 1320a-7b(b) (the anti-kickback law), and the regulations thereunder, if this Agreement is terminated other than at the end of its term, the parties shall not enter into another agreement for the provision of similar services until the expiration of such term.

5. Documentation of Services Provided. Children's shall require Psychiatrists to document Services provided to patients pursuant to this Agreement consistent with applicable laws and professional standards and to comply with GMHC's policies regarding the confidentiality and treatment of medical records and related patient information. Children's shall comply with state and federal law regarding the maintenance, use and disclosure of medical records and other individual health information.

6. Insurance and Indemnification

6.1 Professional Liability Coverage. Children's shall be responsible to arrange for continuous professional liability coverage to insure Children's employees against claims for damage arising by reason of death or injury, occasioned directly or indirectly by the performance of or failure to perform any services arising out of this Agreement with liability limits of not less than Two Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate of claims made. If non-employed medical staff are used by Children's to perform services under this contract, Children's shall ensure that those physicians shall have professional liability insurance with minimum liability limits of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate. GMHC shall maintain at its sole expense, professional liability coverage with minimum liability limits of not less than One Million Dollars (\$1,000,000) per

occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate of claims made. Each party shall promptly notify the other parties in writing of any cancellation, reduction, or other material change in the amount or scope of any coverage(s) required under this Section 6.1.

6.2 General Liability Coverage. Each party shall maintain at its sole expense general liability coverage with liability limits of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate of claims made.

6.3 Indemnification. To the fullest extent permitted by law, Children's shall indemnify and hold GMHC and its members, directors or trustees, officers, employees and agents harmless from and against any and all claims, demands, liabilities, damages, judgments and expenses, including reasonable attorneys' fees (collectively, "Damages") to the extent that such Damages relate to any breach of any of the terms of this Agreement or result from any negligent acts or omissions relating to the performance of Services under this Agreement by Children's, its employees or agents. Children's shall not be liable to GMHC for any Damages to the extent that such Damages relate solely to facilities, equipment, materials, supplies (including drugs or biologicals), or personnel made available to Children's by GMHC for any reason relating to the performance of Services under this Agreement by Children's. To the fullest extent permitted by law, GMHC, shall indemnify Children's, its members, directors, trustees, officers, employees, agents, and the Psychiatrists providing care under this Agreement for any Damages to the extent that such Damages relate to any breach of any of the terms of this Agreement, or result from any negligent act or omission of GMHC or its members, directors, officers, employees and agents relating to the performance of Services under this Agreement by Children's, its employees or agents. The indemnity obligations of each party hereunder extend only to extent of such party's negligence in the case of concurrent negligence by the parties, or their respective members, directors, trustees, officers, employees or agents. This Section 6.3 shall survive the termination of this Agreement.

6.4 GMHC shall notify Children's of any complaints and/or adverse patient events related to services provided by Psychiatrists under this Agreement. If such complaints or adverse patient events relate to services provided by a Psychiatrist who is a group physician of Children's University Medical Group (CUMG), Children's shall provide such notice as well as any information related to any such complaints to the psychiatrist and CUMG. Any such information will be considered by Children's and CUMG to be confidential information protected under the Coordinated Quality Improvement Program for Children's and/or UW Medicine as authorized by RCW 43.70.510, and all such information will be treated as confidential and not subject to disclosure except as provided under Washington law.

7. GENERAL PROVISIONS

7.1 Compliance with Law.

7.1.1 HIPAA Compliance. In performing its obligations under this Agreement, each party represents and warrants to the other that it will comply with all applicable requirements concerning the disclosure of "protected health information" as that term is defined by the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") and its implementing regulations.

7.1.2 Medicare Access to Books and Records. If the Secretary of Health and Human Services or the Comptroller General of the United States or their respective representatives determine this Agreement is a contract described in Section 1861(v)(1) of the Social Security Act, 42 U.S.C. Section 1395x(v)(1)(I) as amended from time to time, until the expiration of four (4) years after the termination of this Agreement, Children's agrees that Children's shall make available, upon written request of the Secretary or Comptroller General or their duly authorized representatives, and to GMHC such books, documents and records as are necessary to certify the nature and extent of compensation paid by Children's pursuant to this Agreement. Children's shall notify GMHC of any such request within ten (10) business days of receipt thereof, and shall provide to GMHC copies of all documents provided to the requestor. The provisions of this paragraph shall survive the termination of this Agreement.

7.1.3 Federal Law Compliance. A party currently may be, and in the future may become, subject to the Executive Order Program of the Office of Federal Contract Compliance applicable to employers that receive federal grants or perform services or provide goods and services pursuant to federal contracts. To the extent applicable, the parties shall (and shall cause any authorized subcontractors to) comply with the nondiscrimination and affirmative action requirements of applicable law and of the requirements of the Executive Order Program.

7.1.4 Compliance With Medicare Fraud And Abuse And Stark Laws. GMHC and Children's shall not associate, employ, or engage in any activity prohibited by 42 CFR Part 411 (411.1 to 411.361), Part 1001 (1001.952(a) to 1001.953), or any other federal, state or local law or regulation relating to the referral of patients, including, without limitations, anti-rebating and self-referral prohibitions and limitations, as those regulations now exist or as subsequently amended, renumbered or revised, nor shall GMHC or Children's engage in similar activities with respect to any third party, including, but not limited to, soliciting or receiving, directly or indirectly, any compensation, in cash or in kind or offering to pay any compensation to a third person in exchange for referring an individual to a person for the furnishing of any item or service for which payment may be made in whole or in part by Medicare or Medicaid, except as permitted by law.

7.1.5 No Sanctions or Restrictions. Each party represents and warrants that it has never been, is not currently, and shall not at any time during the term of this Agreement be (a) excluded, barred from participation in, or sanctioned by any state or federal health care program, including without limitation Medicare or Medicaid; or (b) the recipient of a criminal conviction or guilty plea related to any such health care program. In addition, each represents and warrants that it is not a party to any agreement, understanding or arrangement that would prohibit or restrict, or require the consent or approval of any other party to, the performance its respective duties and obligations as set forth in this Agreement.

7.1.6 Contract Modifications. In the event that any state or federal laws or regulations, now existing or enacted or promulgated after the Effective Date are interpreted by judicial decision, a regulatory agency, or legal counsel in such a manner as to indicate that the structure of this Agreement may be in violation of such laws or regulations, the parties shall make good faith efforts to amend this Agreement as necessary. If, after the exercise of good faith efforts for a period of at least thirty (30) days, the parties have not agreed on amendment(s) to this Agreement that resolve the legal issues referred to above, either may terminate this Agreement immediately upon written notice to the other. To the maximum extent possible, any such amendment shall preserve the underlying economic and financial arrangements between the parties.

7.2 Non Solicitation. GMHC agrees that it will not solicit or employ any individual performing Services under this Agreement during the term of this Agreement and for two (2) years following its termination.

7.3 Private Practice. Children's and any individuals performing Services hereunder may provide professional services outside the scope of this Agreement when consistent with the satisfactory discharge of their respective responsibilities under this Agreement.

7.3 Use of Name. Neither party may use the name, logo or any identifying symbol of the other party in connection with the services to be provided under this Agreement without the other party's express prior permission, which may be given or withheld for any reason. Any permission granted under this Section 7.3 shall be revoked automatically upon the expiration or termination of this Agreement.

7.4 Referrals. The parties acknowledge that none of the benefits granted them hereunder are conditioned on any requirement that Children's or GMHC, or their physicians, if any, make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other party.

7.5 Independent Contractor. Each Psychiatrist providing Services under the terms of this Agreement shall exercise clinical judgment free of any direction or control by Children's or GMHC. In performing the responsibilities described in this Agreement, Children's is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to create an employer/employee relationship between the Children's or GMHC and any individual that did not exist prior to this Agreement. Children's shall be solely responsible for compensating Psychiatrists for Services rendered pursuant to this Agreement.

7.6 Notice. Written notice required under this Agreement shall be delivered personally or sent by United States certified mail, postage prepaid and return receipt requested, and addressed or delivered to the parties at the following addresses (or such other address as may hereafter be designated by a party by written notice thereof to the other party):

If to Children's:

Seattle Children's Hospital
PO Box 5371, M/S OA.5.154
Seattle, WA 98145-5005

Attention: Leslie Pierson

If to GMHC:

GMHC
PO Box 1057
Moses Lake, WA 98837

Attention: Leroy Allison, Executive Director

Notice shall be effective upon delivery.

7.7 Construction. No provision of this Agreement shall be interpreted for or against either party because that party's legal representative drafted such provision.

7.8 Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

7.9 Waiver. The failure of a party to insist upon strict adherence to or performance of any provision of this Agreement on any occasion shall not be considered a waiver nor shall it deprive that party of the right thereafter to enforce performance of or adherence to that provision or any other provision of this Agreement.

7.10 Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of nature, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions or any similar or dissimilar cause beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstance.

7.11 Entire Agreement; Amendment. This Agreement and all exhibits and attachments hereto, which are incorporated herein by this reference, and all documents referenced herein, constitute a full and complete expression of the rights and obligations of the parties and shall supersede all other understandings and agreements, written or oral, heretofore made by the parties. This Agreement may be modified only in writing, signed by the parties hereto.

7.12 No Third Party Beneficiary. Nothing in this Agreement is intended to confer or shall confer upon any person not a party to this Agreement any rights, remedies, obligations, or liabilities whatsoever.

7.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

The undersigned represents and warrants that s/he is duly authorized to execute and deliver this Agreement as set forth below and that this Agreement is binding upon that party in accordance with its terms.

EXECUTED by the parties on the final date signed below.

Grant Integrated Services, Grant
Mental Health Care

Seattle Children's Hospital

By: Richard Stevens
Printed Name Richard Stevens

By: Kelly Wallace
Printed Name Kelly Wallace

Title: BOCC Chair

Title: Sr. VP, Chief Financial Officer

Date: 4-27-15

Date: 5-5-15

ATTACHED EXHIBIT:
Exhibit A SERVICES AND COMPENSATION

EXHIBIT A

SERVICES AND COMPENSATION

1. Services. Children's agrees to provide or to arrange through its contracted or affiliated entities, including Children's University Medical Group ("CUMG"), for the provision of the Services for GHMC as more fully described hereunder:

- psychiatric diagnosis, intervention, counseling, and medication management services to GHMC's pediatric and adolescent patients and their; and
- mutually agreed upon consultation and training services to GHMC's clinicians.

The Services will be provided via telemedicine in accordance to the schedule as more fully described in hereunder and the mutually agreement of the parties. Children's shall invoice GHMC in accordance with the monthly schedule and fees hereunder and it is the responsibility of GHMC to schedule patients into these blocks of time. The parties acknowledge and agree that the number and type of patients scheduled will be clinically appropriate.

2. Compensation. Children's shall invoice and GHMC shall pay Children for the Services according the monthly schedule and fee rates hereunder. In the event Children's is unavailable to provide the Services pursuant to the following monthly schedule, that month's invoice shall be adjusted accordingly.

	Hours* per Week	Hourly Rate	Total Monthly Hours	Total Monthly Cost
The Services	5.5 hours	\$250.00	22 hours	\$5,500.00

* - The number of hours may be increased by prior mutually agreement of the parties.